



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Patent Application of

HARBIGE et al

Atty. Ref.: 604-756; Confirmation No. 2532

Appl. No. 10/555,757

TC/A.U. Unassigned

Filed: November 7, 2005

Examiner: Unassigned

For: USE OF TRIGLYCERIDE OILS CONTAINING GAMMA-LINOLENIC ACID  
RESIDUES AND LINOLEIC ACID RESIDUES FOR THE TREATMENT OF  
NEURODEGENERATIVE DISEASE

\* \* \* \* \*

February 22, 2007

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

**RULE 47 PETITION**

Pursuant to 37 CFR §1.47(a), 35 USC §116, second paragraph, and MPEP §409.03(a), it is respectfully requested that available joint inventors be permitted to make application for United States letters patent on behalf of themselves and inventor Mohammed Sharief who refuses to join with this application.

As evidenced by the attached Statement of Erika Szedon of Kings College London, dated January 15, 2007, Dr. Sharief has refused to sign the documents for proceeding with this case. The documents proffered to Dr. Sharief are listed in the Appendix to the Statement.

Additional documents attached in support of this Petition are listed below:

Executed Rule 63 Declaration by remaining inventors

Executed assignment by remaining inventors

Code of Practice for Outside Work and the Exploitation of Inventions

Extract from current King's College London Financial Regulations

United Medical & Dental Schools of Guy's & St. Thomas's Hospitals (University of London)

20. Intellectual Property and Intellectual Property Rights

E-mail dated February 5, 2007 from Erika Szedon to Alison Campbell

The last known address of the refusing inventor Sharief is listed in the

Declaration and is repeated below:

Dr. Mohammed Sharief  
Department of Clinical Neurosciences  
Guy's  
King's St. Thomas's School of Medicine  
Hodgkin Building  
Guy's Hospital  
London  
United Kingdom

The petition fee of 37 CFR §1.17(i) is attached. The Commissioner is authorized to charge our deposit account No. 14-1140 in whatever additional amount, if any, necessary for granting this petition.

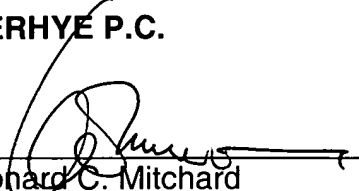
HARBIGE et al  
• Appl. No. 10/555,757  
February 22, 2007

It is respectfully requested that this Petition be granted

Respectfully submitted,

**NIXON & VANDERHYTE P.C.**

By: \_\_\_\_\_

  
Leonard C. Mitchard  
Reg. No. 29,009

LCM:lff  
901 North Glebe Road, 11th Floor  
Arlington, VA 22203-1808  
Telephone: (703) 816-4000  
Facsimile: (703) 816-4100

At a meeting with Dr M K Sharief on 28 November 2006 at King's College London, I asked whether he had received documents relating to a technology being commercialised by BTG which had already been sent to his home address recorded delivery on 11<sup>th</sup> August 2006 with a covering letter. He said that he had received the documents but relatively recently as they had been delivered to the incorrect house number. [The Royal Mail records show the delivery was signed for on 12 August 2006.]

I explained that his signature was required and proffered a further set of documents as listed below. He did not accept these and his response, as communicated by his solicitor, was that he was not going to sign the documents at this time and that he was seeking independent legal advice before signing the documents. No timeframe was given.

Signed:



Date: 15 January 2007

Erika Szedon

Director

Legal, Management and Compliance Services

#### Appendix

##### Documents provided to Dr Sharief for signature from KCL Enterprises:

1. Revenue Share agreement – revision to agreement of July 2002
2. Patent Prosecution Formalities Documents:-
  - (i) BTG case reference 500850WO01 "Structured Phospholipids":-
    - a) Appointment of Agent form
    - b) Confirmatory Assignment document (7 copies)
  - (ii) BTG case reference 134 "Treatment of Neurodegenerative Conditions":-
    - a) Assignment document – China
    - b) Declaration and Power of Attorney form - USA
    - c) Assignment document - USA
    - d) Assignment document - Sweden
    - e) Assignment document - Finland
    - f) Assignment document - Canada
  - (iii) BTG case reference 884 "Use of triglyceride oils containing Gamma-Linolenic Acid residues and Linoleic Acid residues for the treatment of neurodegenerative disease" (Borage Oil):-
    - a) Assignment document – Canada
    - b) Inventors declaration form - USA
    - c) Assignment document – USA
    - d) Assignment document – Sweden
    - e) Assignment document – Finland
    - f) Assignment document - Spain

THIS CONFIRMATORY ASSIGNMENT AGREEMENT WITH THE  
UNIVERSITY OF GREENWICH AND KING'S COLLEGE LONDON  
APPLIES TO THE FOLLOWING

143884 BORAGE OIL FOR NEURODEGENERATION

500134 STRUCTURED LIPIDS

THIS ASSIGNMENT is made as a deed on 30<sup>th</sup> September 2003

BETWEEN:

1. THE UNIVERSITY OF GREENWICH, a company limited by guarantee, incorporated in England and Wales, of Old Royal Naval College, Park Row, Greenwich, London SE10 9LS ("UG"); and
2. KING'S COLLEGE LONDON, an institution incorporated by Royal Charter, of Strand, London WC2R 2LS, England ("KCL"); and
3. BTG INTERNATIONAL LIMITED whose company registration number in England and Wales is 2664412 and whose registered office is at 10 Fleet Place, Limeburner Lane, London EC4M 7SB, England ("BTG", including its successors and assigns); and
4. the individuals whose names and addresses are set out in Schedule 1 to this Agreement (together the "INVENTORS" and each an "INVENTOR").

WHEREAS:

- (A) By virtue of an Assignment Agreement (the "ASSIGNMENT") dated 30 July 2002 UG, KCL and the INVENTORS each agreed to assign to BTG certain inventions, together with other rights and intellectual property (if any) and to share the revenues derived from exploiting those rights on the terms of a Revenue Sharing Agreement of the same date (the "REVENUE SHARING AGREEMENT") made between UG, KCL, the INVENTORS and BTG.
- (B) The ASSIGNMENT provides, inter alia, for the assignment of certain further inventions which are essentially related to the inventions actually assigned on 30 July 2002 ("ESSENTIALLY RELATED INVENTIONS").
- (C) Dr Harbige and Dr Leach have now created further inventions (the "FURTHER INVENTIONS") which build upon the previous inventions created by Dr Harbige, Dr Leach, and Dr Sharief (the "INVENTORS") assigned on 30 July 2002. Details of these FURTHER INVENTIONS are set out in Confidential Schedule 2.
- (D) The parties to this AGREEMENT wish to confirm that they deem the FURTHER INVENTIONS to be ESSENTIALLY RELATED INVENTIONS and that as such they are effectively assigned to

BTG under clause 2.1.2 of the ASSIGNMENT and the proceeds of the commercialisation of these FURTHER INVENTIONS shared on the terms of the REVENUE SHARING AGREEMENT.

- (E) Notwithstanding (D), the parties wish, by this AGREEMENT, to confirm the assignment of the FURTHER INVENTIONS on the terms of the ASSIGNMENT and to confirm that revenues derived from commercialising the FURTHER INVENTIONS will be shared on the terms of the REVENUE SHARING AGREEMENT.

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS

1.1 In this Agreement the definitions below shall have the following meanings:

"AGREEMENT" means this Agreement;

"COPYRIGHT" such existing and future copyright, arising from the work of any of: (a) the INVENTORS; or (b) the research groups under the direction of any of the INVENTORS, throughout the world as is currently, or may in the future be, vested in UG and/or KCL and/or the INVENTORS (or any of them) and which subsists in the FURTHER INVENTIONS and the KNOW-HOW;

"EFFECTIVE DATE" the date of this AGREEMENT;

"ESSENTIALLY RELATED INVENTION AND/OR KNOW-HOW" any existing or further invention and/or know-how which are essentially related to the FURTHER INVENTIONS, of which UG and/or KCL and/or the INVENTORS (or any of them) is or becomes proprietor, and which UG and/or KCL and/or the INVENTORS (or any of them) is or becomes free to assign to BTG without encumbrances, and which is disclosed to BTG with the intent that such invention and/or know-how shall be included in an application by BTG which application claims priority from any application made in respect to the FURTHER INVENTIONS under the Patents Act 1977 or any International Convention or Treaty;

- "FORMULATIONS" such existing and future forms and formulations of the oils identified in Schedule 2 arising from the work of any of (a) the INVENTORS; or (b) the research groups under the direction of any of the INVENTORS, throughout the world as are currently, or may in the future be, vested in UG and/or KCL and/or the INVENTORS (or any of them) and which subsist in the FURTHER INVENTIONS (or any of them) and which UG and/or KCL and/or the INVENTORS (or any of them) is or becomes free to assign to BTG without encumbrances;
- "FURTHER INVENTIONS" means the inventions which are described in Confidential Schedule 2 to this Agreement arising from the work of any of the INVENTORS;
- "IPR" the FURTHER INVENTIONS (or any of them), the COPYRIGHT, the FORMULATIONS, the KNOW-HOW, and any other rights (other than any relevant moral rights);
- "KNOW-HOW" such existing and future know-how, including but not limited to notes, techniques, processes, formulae, experimentation results, drawings, models, prototypes designs, computer software, technical information and data, and calculations arising from the work of any of: (a) the INVENTORS; or (b) the research groups under the direction of any of the INVENTORS, throughout the world as are currently, or may in the future be, vested in UG and/or KCL and/or the INVENTORS (or any of them) and which may subsist in the FURTHER INVENTIONS (or any of them);
- "PATENTS"
- i) any applications for patents over the FURTHER INVENTIONS and any patents which may be granted pursuant to such applications; and
  - (ii) any re-issues and extensions of such patents, and any divisions and continuations of such applications.

1.2 In this Agreement the singular shall, where the context so permits, include the plural and vice versa. Headings to clauses are added for convenience only and shall not affect the construction or interpretation of such clauses. References in this Agreement to clauses and schedule are to clauses



of and schedule to this Agreement. The Schedules and Recitals form part of this Agreement.

- 1.3 Capitalised terms used in this Agreement which are not defined in this Agreement shall have the meanings ascribed to them in the ASSIGNMENT and the REVENUE SHARING AGREEMENT.

## 2. ASSIGNMENT AND COMMERCIALISATION

- 2.1 UG, KCL, and the INVENTORS each as to its/their respective rights and interests, hereby assigns to BTG with full title guarantee:

2.1.1 the IPR and all their respective rights and interests therein, together with the full, unfettered, and exclusive right to use the same for any purpose, and

2.1.2 any ESSENTIALLY RELATED INVENTION AND/OR KNOW-HOW, and

2.1.3 the right to apply for and obtain patent or other similar protection in any territory, or group of territories, in respect of the FURTHER INVENTIONS and any other ESSENTIALLY RELATED INVENTION AND/OR KNOW-HOW.

- 2.2 Notwithstanding the provisions of clause 2.1, UG, KCL, and the INVENTORS shall retain a right to use the FURTHER INVENTIONS and IPR solely for the purposes of its/their own academic teaching and non-commercial research.

- 2.3 BTG shall endeavour to secure the patenting and commercialisation of the FURTHER INVENTIONS and the IPR on the terms of the REVENUE-SHARING AGREEMENT.

## 3. COVENANTS

- 3.1 UG, KCL, and the INVENTORS hereby covenant with BTG that respectively:

3.1.1 they will (so far as necessary) permit and enable BTG to apply for, and will take all reasonable steps, at the request and cost of BTG, to assist BTG in obtaining, the grant of patent or other protection for the IPR, or like protection in respect of the FURTHER INVENTIONS, in any territory as may be required by BTG; and

3.1.2 they will, at the request and cost of BTG, execute and do all such documents, acts and things as may be necessary for the purposes of this AGREEMENT; and

3.1.3 they will promptly disclose the IPR to BTG.

#### 4. WARRANTIES

4.1 UG, KCL, and the INVENTORS hereby warrant each as to its/their respective IPR that, except as they have disclosed in writing to BTG prior to the EFFECTIVE DATE, and to the best of their knowledge and belief as at the EFFECTIVE DATE:

4.1.1 the entire right, title, and interest, in and to the FURTHER INVENTIONS and the IPR are vested in UG and/or KCL and/or the INVENTORS with full title guarantee, together with all rights relating to the transferability thereof; and

4.1.2 they are each free to disclose the IPR to BTG; and

4.1.3 they have not entered into any options, agreements, or other arrangements, with third parties affecting such right, title, and interest, or the commercialisation of the FURTHER INVENTIONS and the IPR; and

4.1.4 they are not aware of any facts or circumstances which might render any of the PATENTS invalid or incapable of enforcement; and

4.1.5 they are not aware that any person is entitled to call for possession or control of any of the FORMULATIONS.

4.2 UG, KCL, and the INVENTORS shall promptly notify BTG in writing if they become aware of any of the matters referred to in clause 4.1, insofar as they are free and able so to do.

#### 5. PROVISION OF RELEVANT INFORMATION

5.1 If UG and/or KCL and/or the INVENTORS are or become aware of information relating to:

5.1.1 any use by any third party of any of the FURTHER INVENTIONS and/or any of the IPR which might amount to an infringement of any of their respective rights therein, or

5.1.2 any other unauthorised use of any of the IPR;

then, in so far as they are free and able to do so, UG and/or KCL and/or the INVENTORS shall make reasonable efforts to inform BTG of such information without delay.

5.2 Each of UG and KCL and the INVENTORS recognise that BTG's ability to exploit the FURTHER INVENTIONS and/or the IPR and/or to devise an exploitation strategy for the FURTHER INVENTIONS and/or the IPR may be affected by matters other than infringement and/or any other unauthorised use of the IPR. Insofar as UG and/or KCL and/or the INVENTORS are free to do so, they will inform BTG of any such matters which come to their notice and which appear to be relevant and which are not in the public domain.

## 6. CONFIDENTIALITY

6.1 UG and KCL and the INVENTORS shall each keep the KNOW-HOW confidential, and shall not use, disclose, or part with any of the KNOW-HOW, orally or in writing, to any third party without BTG's prior written consent. These obligations, together with those under clause 6.2, shall not apply to:

6.1.1 any of the KNOW-HOW which is, or becomes, in the public domain, otherwise than by any breach of this Agreement by UG and/or KCL and/or any of the INVENTORS; or

6.1.2 any of the KNOW-HOW which is required to be disclosed or made available by UG and/or KCL and/or the INVENTORS to a third party pursuant to any applicable law, governmental regulation, or decision of any court or tribunal of competent jurisdiction, so long as UG and/or KCL and/or the INVENTORS take reasonable steps, in light of the circumstances, to give BTG sufficient prior notice in order to contest such law, governmental regulation, or decision; or

6.2 UG and KCL and the INVENTORS (or any of them) shall not disclose or publish those FURTHER INVENTIONS or any part of such FURTHER INVENTIONS or those

ESSENTIALLY RELATED INVENTIONS or any part of such ESSENTIALLY RELATED INVENTIONS which arise from the work of any of (a) the INVENTORS or (b) the research groups under the direction of the INVENTORS for the period while they are employees of UG or KCL without the prior written consent of BTG provided that, if UG and/or KCL and/or any INVENTOR wishes to disclose or publish such information or data:

6.2.1 UG and/or KCL and/or the applicable INVENTOR will submit the information or data to BTG in its final form; and

6.2.2 BTG will not be entitled to withhold consent against disclosure or publication for longer than 90 days (or such other period as may be agreed) from the date of submission to BTG.

7. GENERAL PROVISIONS

7.1 UG and KCL and the INVENTORS each hereby irrevocably appoint BTG as their Attorney, to execute and do any document, act, or thing which may be necessary for the purposes of clause 2.1 of this AGREEMENT.

7.2 This AGREEMENT shall be binding on, and enure to the benefit of, the successors and assigns of the respective parties, and the definitions "UG" and "KCL" and "BTG" shall be construed accordingly.

7.3 This AGREEMENT shall be read and construed in accordance with, and be governed by, English law and all the parties to it submit to the non-exclusive jurisdiction of the English courts.

IN WITNESS whereof this document has been executed and delivered as a deed on the day and year first written above.

Schedule 1

THE INVENTORS

Dr L S Harbige of 40 Middleton Close, Chingford, London, E4 8EA.  
Dr M J Leach of 48 Cherry Tree Walk, West Wickham, Kent, BR4 9EF.  
Dr M Sharief of of King's College London, Strand, London WC2R 2LS.

Confidential Schedule 2

THE INVENTIONS

Invention A:

The use of triglycerides of gamma linolenic acid, dihomo-gamma linolenic acid, and arachidonic acid for use in elevating and/or modulating TGF $\beta$  and treating neurodegenerative conditions, particularly multiple sclerosis.

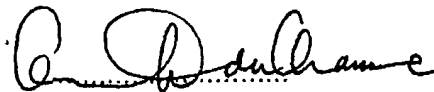
Invention B:

Triglycerides as in Invention A, but also including residues of other fatty acids including oleic acid and saturated acids for use in elevating and/or modulating TGF $\beta$  and treating neurodegenerative conditions, particularly multiple sclerosis.

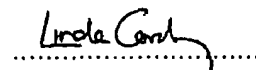
Invention C:

The use of triglycerides where at least one of the side chains comprises any of the fatty acids listed in Invention A or Invention B and where at least one side chain is phosphocholine for use in elevating and/or modulating TGF $\beta$  and treating neurodegenerative conditions, particularly multiple sclerosis.

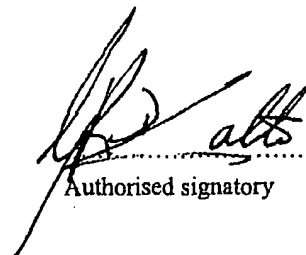
SIGNED as a DEED  
by THE UNIVERSITY OF GREENWICH  
acting by:

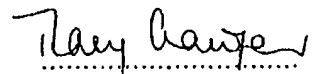
  
Authorised signatory

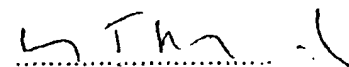
and

  
Authorised signatory

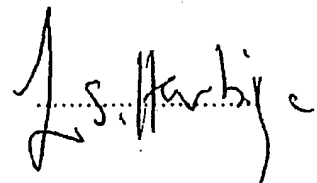
EXECUTED and DELIVERED as a DEED  
on behalf of KING'S COLLEGE LONDON  
acting by:


  
Authorised signatory

  
Authorised signatory

  
Authorised signatory

EXECUTED and DELIVERED as a DEED  
By DR L S HARBIGE  
in the presence of:



Witness signature: 

Witness name: MINGYAN XIANG

Witness address: 9 Perry Street,  
Chatham, Kent

Witness occupation: ME4 6XB  
post-doctor Research fellow

13



# **CODE OF PRACTICE FOR OUTSIDE WORK AND THE EXPLOITATION OF INVENTIONS**

This Code of Practice is intended to apply to all (i) paid work undertaken by members of the College staff, whether or not College resources or premises are used on behalf of outside persons or organisations and (ii) the exploitation of Inventions (as defined in Section 5) by employees in the course of their duties at the College and by students in the course of or in connection with, their studies at the College.

## **1. Consent**

- (a) The Council of the College is the Governing Body and therefore the ultimate authority in regard to all activities undertaken in the name of the College or by individuals using College facilities of any kind.
- (b) The Council requires that the undertaking of any outside work must not be to the detriment of the primary teaching and research functions of the College.
- (c) The Council's consent is required before any outside work including consultancies and directorships is undertaken by College staff acting either in an individual capacity on behalf of the College. In practice, the Council will delegate such authority to the Head of School, who may refer to the Principal acting on behalf of Council or, where appropriate, to the College Secretary when a conflict arises between the demands of normal academic duties, and the outside work in question. Normally staff would be expected to limit outside work to the equivalent of 30 days per annum.
- (d) The Council's consent is required for any commercial enterprise or company to be established by a member of staff to exploit any activity carried on by the College, or on College premises or to exploit any rights belonging to the College. In practice, the Council will delegate such authority to the Finance Committee which may be advised by the Managing Director, KCL Enterprises Ltd ("KCLE").
- (e) All contracts involving work undertaken on College premises must be authorised by the Head of School and the Director of Finance acting on behalf of the College.

## **2. Liability**

It is the responsibility of a member of staff undertaking outside work to inform the outside person or organisation concerned that the College does not accept any responsibility (including liability for negligence) in respect of the work to be performed, and to ensure that a disclaimer to that effect is signed by both parties before paid work commences. Staff are also responsible for ensuring that adequate insurance cover is obtained for all outside work where existing College insurance does not apply. (Clinical staff undertaking clinical work within an outside organisation not covered by Crown Indemnity, as part of their substantive Contract of Employment are responsible for ensuring that full insurance cover is obtained prior to commencement of any clinical duties).

No indication, specific or implied, should be given that the outside work is undertaken in anything but a private capacity and stationery bearing the College's name and address should not be used in any such connection.

### 3. Costs

Except in the case of Section 6 below, all paid outside work involving College resources or undertaken on College premises must be costed fully in accordance with guidelines issued by the College, and must include appropriate College indirect cost recoveries agreed in advance with the Chief Accountant.

The College cannot accept responsibility for any debts incurred as a result of outside work.

### 4. Consultancies, Directorships etc

#### (a) Personal

In all cases where work is undertaken by a member of staff under a personal consultancy, directorship or partnership and not as a College member of staff, the use of College facilities must be paid for in accordance with the guidelines referred to in Section 3 above.

#### (b) Consultancies and Directorships undertaken jointly by the Member of Staff and the College

The net income derived from consultancies and directorships undertaken jointly by the member of staff and the College with the approval of Council will be apportioned in accordance with a fixed percentage to be agreed from time to time in consultation with the AUT.

In such circumstances, the College will meet the cost of professional indemnity insurance for the member of staff.

### 5. Intellectual Property

- (a) The objective of this Code of Practice in relation to intellectual property is to provide an incentive to inventors to monitor research findings with a view to commercial exploitation rather than lose possible revenue through premature disclosure. Staff or students should not publish nor disclose potentially patentable results until advice has been obtained on protection. Premature publication will lead to loss of rights and ownership. Advice on patenting and the use of confidentiality agreements for discussions with third parties can be obtained from the Managing Director, KCLE.
- (b) Any member of staff or any student of the College may in the normal course of his/her duties or studies, or whilst using College resources, make an invention, discovery, design or other original work, including computer software, which might be the subject of intellectual property rights, such as for example, copyright or patent rights (collectively defined herein as an "Invention").

Any such Invention shall belong to the College, and it is the responsibility of the member of staff or student to notify the College of any such Invention which might have commercial value.

Accordingly, any member of staff who makes such an Invention must promptly inform the Managing Director, KCLE of the Invention in writing.

Likewise any student of the College who makes such an Invention must promptly inform his/her supervisor or tutor of the Invention in writing, who in turn should inform the Managing Director of KCLE.

- (c) The College will use reasonable efforts to seek exploitation of such Inventions, and where it is successful, the Net Income derived by the College will be apportioned between the inventor or inventors and the College as follows:

	£	Inventor(s) %	College %
First	10,000	100	0
Next	41,100	75	25
Next	139,900	50	50
Next	279,700	40	60
In excess of	470,700	33.33	66.66

- (d) Net Income for the purposes of paragraph (c) above means sums received by the College as a result of exploitation of the Invention but does not include any funding of future research and development by a third party (whether related to the Invention or otherwise).
- (e) The following shall be deducted in calculating the Net Income:
- (i) Value Added Tax.
  - (ii) Direct costs associated with seeking patent protection and legal expenses directly related to the exploitation of the Invention.
  - (iii) Any other expenses directly related to the obtaining or exploitation of the Invention.
  - (iv) Any payment due under a revenue sharing agreement to a third party involved in the research leading to the Invention.
- (f) If an employee is entitled to a share of Net Income derived from more than one Invention and those Inventions are not closely related then the Net Income received will not be aggregated but will be treated quite separately when the division of Net Income is calculated. Where Inventions are directly related Net Income will be aggregated. Where Net Income is not separately apportioned but relates to two or more Inventions the College will apportion the Net Income on a fair and equitable basis.
- (g) The Code of Practice will be reviewed biennially in consultation with the local association of the Association of University Teachers and the scales and thresholds adjusted in the light of experience and inflation. Where the scales and thresholds are revised the new scales and thresholds will not be applied retrospectively to income already received.
- (h) Where an Invention is the result of work by two or more inventors the Net Income will be shared in proportions to be agreed between the co-inventors concerned. In the absence of agreement as to their respective shares this will be determined by an independent arbitrator appointed by the Principal of the College on a fair and equitable basis. Should the arbitrator nominated be unacceptable to a party, the matter will be referred to an arbitrator appointed by the President for the time being of the Law Society. The costs of the arbitrator will be borne out of the Net Income which the inventors are sharing.

(i) The College acting through its wholly owned subsidiary, KCLE, shall:-

- (i) In respect of Inventions which it owns, decide whether the submission, prosecution and maintenance in force of patent or other intellectual property protection in relation to the Inventions is reasonably necessary and justified in the circumstances.
- (ii) Use all reasonable endeavours to identify appropriate third parties to commercially exploit the Invention and negotiate the best possible terms under which such third parties would be permitted to commercially exploit the Invention.

Whilst both the College and KCLE will endeavour to act in good faith to maximise Net Income in the best interest of both the College and its employees neither the College nor KCLE can accept any liability whatsoever to employees for any act or omission in relation to the matters referred to in Clause (i).

- (j) The College shall account to the inventor for his/her share of Net Income within 90 days of receipt or the date upon which the extent of the inventor's share is determined or agreed (whichever is the later) together with a written statement evidencing the account due.
- (k) Net Income paid to an inventor shall be subject to income tax as appropriate. An inventor may waive all or part of his/her personal payment and request that it be used for research purposes within his/her department. Any resulting payment to research budget within the department will not be taxable provided notification is made before payment has been made to the inventor.
- (l) To facilitate payments under this Code of Practice inventors must keep the College informed of their contact details once they leave the College.
- (m) This Code of Practice applies equally to students of the College, whether full time or part time and whether self funded, College funded or funded by a third party organisation, in relation to Inventions discovered, invented or created in the course of, or in connection with, their studies at the College.
- (n) This Code of Practice does not apply to copyright in original works which are developed by a member of staff in the normal course of their employment at the direct instigation of the College for the purpose of tuition of students by e-learning or distance learning programmes developed by the College alone or in conjunction with other organisations. The copyright in such original works shall belong to the College and the member of staff who has created the materials shall not be entitled to a proportion of the income from tuition of students.

## 6. Other Outside Work

Outside teaching, tutorial work, writing of books and review articles, external examining and similar paid work are covered by this Code of Practice. It is recognised, however, that in most cases these categories of outside work can be dealt with more appropriately by referral to the Head of Department/Division.

## **Extract from current King's College London Financial Regulations**

### **5.3 Outside Work**

- (i) Regulations governing paid work undertaken by members of College staff is contained within the relevant staff handbooks.
- (ii) The main provision is that outside work must not impair the performance of College duties.
- (iii) Before accepting any new work or extending existing work (including consultancies, directorships or partnerships) staff must obtain the written consent of their Head of School or Head of Non-Academic Department.
- (iv) All contracts involving work undertaken on College premises must be authorised by the Head of School/Non-Academic Department and the Director of Finance.
- (v) Under no circumstances will stationery (printed or otherwise) bearing the College's name, letterhead or crest be used in connection with work undertaken outside of an individual's contract of employment.
- (vi) Where College materials or resources (including use of office or laboratory space if significant) are consumed in the course of private work they must be paid for at a commercial rate.
- (vii) No liability will be accepted by the College for such outside work and no insurance cover is provided by the College in respect of any professional or other liability that may arise to College staff as a result of such activity.

### **5.4 Intellectual Property**

- (i) All intellectual property, patents, copyrights or other rights or original work (invention) arising out of the normal course of employment or study, or whilst using College resources, are owned by the College unless otherwise agreed in writing by the Managing Director of KCL Enterprises Ltd. Procedures to deal with intellectual property etc. will be approved by the Finance Committee.
- (ii) The Managing Director of KCL Enterprises Ltd. must be notified immediately in writing of any invention, and will determine and authorise all agreements or contracts to exploit the invention on behalf of the College. Income from inventions will be apportioned in accordance with College approved rates and staff will be responsible for meeting any personal tax liability that may result from their share of such an apportionment.
- (iii) Regulations governing patents, copyrights etc. are contained within the Handbook of Academic Staff.

## **5.5 Related Company Management<sup>1</sup>**

- (i) The following Regulations govern the management and setting up of all related companies established by the College, its representatives, and its employees. The Regulations also cover arrangements such as partnerships, trusts and joint ventures set up for the purpose of exploitation of intellectual property.

- (ii) For the purpose of these Regulations and Procedures the term 'related company' is defined as follows:-

'Any undertaking in which the College has an interest which it holds on a long term basis for the purpose of securing a contribution to its activities'.

It includes any company set up to carry out commercial activity, to protect the College's charitable status including those utilised for advantageous Tax or estate planning, to retain and reward staff, to undertake joint ventures, to exploit intellectual property, and to promote the College and its assets.

- (iii) The Principal in conjunction with the Director of Finance will ensure that the procedures for setting up, controlling and monitoring related companies have been observed.
- (iv) The Council has sole authority for approving the set up of a related company and in this respect must have clear guidance from the Finance Committee as to its role in reviewing the effectiveness of the proposed related company.
- (v) Between the College and the company. The nominated officer will be responsible for:-
  - (a) Putting in place any necessary arrangements between the related company, the shareholders and the College as may be required for the effective management and control of the related company including its relationship with the College.
  - (b) Reporting to Finance Committee on an annual basis the performance and activity of the company.
  - (c) Representing the College as a shareholder in company meetings.
- (vi) The Audit Committee is responsible for establishing that adequate procedures exist to ensure that a clear reporting structure is in place and that there are appropriate procedures for the monitoring of related company activities, including the identification and monitoring of conflicts of interest where College officers are involved.

## **5.6 Financial Interest**

---

<sup>1</sup> The approved procedures for the formation, management and control of related companies are contained within the College's Financial Procedures.

- (i) College officers appointed to any post within a related company, or acting in the capacity of a 'shadow director', shall not accept any personal benefit or rights associated with, such an appointment, including holding College assets in their name.
- (ii) The Director of Finance will be responsible to the Principal for the control and management of the College's financial interests in related companies.
- (iii) The Finance Committee on behalf of College Council will approve the disposal of all College's interests in related companies.
- (iv) Where it is necessary to take immediate action to dispose of an interest in order to protect value, the Director of Finance will consult with the Principal and obtain the Treasurer's approval for the disposal with subsequent ratification by the Finance Committee.

UNITED MEDICAL & DENTAL SCHOOLS OF GUY'S & ST. THOMAS'S HOSPITALS  
(UNIVERSITY OF LONDON)

TERMS AND CONDITIONS OF SERVICE

131

ACADEMIC STAFF  
(OTHER THAN APPOINTED TEACHERS)

The United Medical and Dental Schools of Guy's and St. Thomas's Hospitals form a single School of the University of London which is hereinafter referred to as "the School".

The management and control of the School is vested in "The Council of Governors" whose ultimate authority in staffing matters may be delegated to such committees or sub-committees or the Principal or Secretary or other Officer of the School as may be determined by the Council.

The appointments of Staff of the School are subject to the provisions of the UMDS Scheme of Management (July 1989).

Appointment

1. Appointment to the Staff of the School is made by the Council of Governors.
2. It is a condition of employment that staff must be prepared to work in any unit, department or division of the School as decided by the Principal of the School after consultation with the employee.
3. Appointees to academic posts must hold a university degree or other appropriate qualifications.
4. Appointees to academic posts with clinical responsibilities must, in addition during the tenure of the post:
  - 1.0 be medical or dental practitioners registered with the GMC/GDC.
  - 1.1 maintain membership of a recognised medical defence society
  - 1.2 hold an honorary contract with the appropriate health authority associated with the School.

Nature of the Appointments and Other Paid Office

1. All appointments are full time unless otherwise stated in an individual contract of employment.
2. Full time members of staff may not undertake any paid outside work or accept any other outside professional appointment without the previous written permission of the School but see also "Outside Work" and "Private Earnings". Any extra-mural teaching work undertaken must also be notified to the Principal although members of staff are not precluded from accepting Examinerships after consultation with their Chairman of Division.
3. Part time staff are subject to the full terms and conditions of service for Academic Staff (other than Appointed Teachers) in as far as they are applicable to their appointment, eg in considering the advancement/promotion or renewal of contract of part-time staff, the assessment of their performance shall be no less rigorous than that applied to full-time staff but shall take into account the particular circumstances of their appointment.



## **Period of Appointment**

### **Senior Lecturers**

1. Full-time senior lecturers (clinical or non-clinical) are normally appointed until retirement age unless their post is temporary or related to the life of a grant or fellowship.
2. Part-time members of staff are normally appointed on contracts of one, two or three years with the possibility or renewal for periods of up to five years.

Where appropriate, part-time members of staff with five years service at UMDS may be reappointed until retirement age subject to the requirements of the School and to assessment by a committee of the Academic Board which shall include an external assessor nominated by the Chairman of the relevant Board of Studies.

### **Lecturers**

1. Upon first appointed as a full-time Lecturer in a pre-clinical department or as a non-clinical Lecturer in a clinical department within the School, a Lecturer shall be offered an initial contract for five years.

One year prior to the end of this period, the appointment will be assessed by a committee of the Academic Board which shall include an external assessor nominated by the Chairman of the relevant Board of Studies. If the appointment is deemed satisfactory, the contract will be renewed until retirement age.

(See also Advancement/Promotion Procedures for Academic and Academic Related Staff and Procedure for Assessment of Academic Staff who have not been appointed to age of retirement.)

2. Clinical Lecturers are normally appointed on contracts of one, two or three years with the possibility of renewal for periods of up to five years.

Where appropriate, clinical lecturing staff with five years service at UMDS may be reappointed until retirement age subject to assessment by a committee of the Academic Board which shall include an external assessor nominated by the Chairman of the relevant Board of Studies.

3. Part-time members of staff are normally appointed on contracts of one, two or three years with the possibility of renewal for periods of up to five years.

Where appropriate, part-time members of staff with five years service at UMDS may be reappointed until retirement age subject to the requirements of the School and to assessment by a committee of the Academic Board which shall include an external assessor nominated by the Chairman of the relevant Board of Studies.

4. Members of staff who are informed at the time of their appointment that their post is temporary or related to the life of a grant or fellowship are subject to the foregoing regulations only in as far as they are applicable to their appointment.

### **Notice of Termination of Appointment**

All members of the Academic Staff are appointed on fixed term contracts and the period of their appointment with the School and the date of its termination is specified in the contract of employment. No other formal notice of the date of expiry of the contract will be given.

Notwithstanding this, the appointment of members of the Academic Staff may be terminated as follows:-

- (i) on the part of the member of staff by giving three months' written notice to the School Secretary; the letter should be forwarded through the Chairman of Division.
- (ii) on the part of the School by giving not less than three months' written notice or in the case of a member of the Academic Staff who has been appointed to retirement age and where notice is being given as a direct result of financial exigency, by giving one year's written notice; or on the part of the School by payment of the requisite amount of salary in lieu of notice;
- (iii) in the case of clinical staff, the School may exercise its right to terminate the appointment by notice under the foregoing clause (ii) in the event of the termination of an honorary contract held by the appointee with the appropriate health authority associated with the School; ie. by giving three months written notice.
- (iv) The School reserves the right to terminate employment without notice in the event of gross misconduct (see Disciplinary Procedure).

Where appointments are of a short-term nature, heads of department should discuss with members of staff the situation concerning renewal of their appointment at least three months prior to the expiry date of the contract; and in the case of staff whose appointment is related to the life of a grant, fellowship or other external funding, the availability of funding.

The normal retirement age for academic staff is 65 years. The last working day before retirement shall be 30 September in the Session in which they reach the age of 65.

Any member of staff may opt to retire on 30 September in the Session in which they reach the age of 60 years, or on 30 September thereafter before reaching the age of 65 years, subject to giving notice of this intention to the School not later than 30 April of the relevant Session.

### **Duties and Hours of Work**

For University teachers the hours are not fixed but members of staff shall be generally responsible through their Chairman of Division to the Council of Governors/Academic Board for the satisfactory performance of their duties.

Academic staff are expected to contribute to the advancement of their subject by scholarship and research, to undertake such teaching, clinical, examining and administrative duties as may be reasonably required by the Chairman of their Division; and to promote the interests of the School and the University as a place of learning. To this end this School shall provide reasonable time and facilities for research and shall encourage the writing or works of scholarship, and attendance at and participation in such scientific meetings, symposia and training courses as may be approved (See also "Study Leave & Leave for Other Purposes").

### **Covering for Colleagues**

Members of staff are required to cover the annual, study, maternity and sick leave of their colleagues as directed by the Chairman of Division.

### **Remuneration**

1. The School operates the nationally agreed salary scales for both non-clinical and clinical academic staff.

2. The range of the appropriate scale and the rate of London Weighting Allowance payable per annum are quoted in individual contracts of employment.
3. Salaries are credited, in arrears, direct to the member of staff's banking account by the end of each month.
4. Clinical Lecturers required to participate in the NHS on-call rota for their department will be paid Units of Medical Time (UMTs) appropriate to their agreed departmental commitment in addition to their basic salary.

The extent of that commitment will be agreed with the Chairman of Division in conjunction with the relevant NHS officer, at the time of appointment and will be stated in terms of Class "A" and "B" Units of Medical Time in the letter of appointment. Any permanent change in the clinical duties of a lecturer during the currency of a contract which may lead to a revision of UMT payments should first be discussed by the post holder, Chairman of Division and relevant NHS officer.

Where all parties agree to the alteration of the level of UMT payments, the Personnel Officer should be notified in writing by the Chairman of Division of the revised level and the date from which this is to take effect. This will then be formally confirmed to the member of staff. It should be noted that Point 9 on the salary scale for Clinical Lecturers (which corresponds with the maximum point of the NHS salary scale for Senior Registrars) is the maximum salary on which Class "A" and "B" UMTs may be calculated.

### Superannuation

On joining UMDS, Academic Staff may join the Universities Superannuation Scheme (USS) paying a contribution of 6.35% of salary and London Allowance, to which the School will add a contribution of such sum (currently 18.55% of salary and London Allowance) as will be required to maintain the full benefits of the scheme.

Staff who immediately before taking up appointment in the School were superannuated in the Federated Superannuation System for Universities may continue in that scheme and will have the option of transferring to the Universities Superannuation Scheme at anytime.

Staff who immediately before taking up appointment in the School were superannuated under the National Health Superannuation Scheme may elect to remain in, but may not reverse this decision during employment with the School. (Please note, different scheme rules apply to Medical School staff.)

The Universities Superannuation Scheme and the National Health Service Superannuation Scheme have been contracted out of the State Earnings Related Pension Scheme. The Federated Superannuation System for Universities has been contracted into the State Scheme.

Alternatively, staff may participate in the State Earnings Related Pension Scheme (SERPS) or take out a personal pension scheme.

### Annual Leave

#### General Information

The leave year runs from 1 October to 30 September. Leave entitlement is expressed in terms of working days per annum on the basis of a five day week. New employees will be given leave appropriate to the number of months of service completed during their first leave year. Details of annual leave entitlement are also shown in individual contracts of employment. All leave must be approved in advance by the head of department. Where leave remains outstanding from the previous leave year, a maximum of five days may be carried forward subject to the agreement of the head of department.

### Entitlement

- a. Annual leave entitlement on full pay is 30 working days.
- b. Public and Statutory holidays: The School is closed on New Year's Day, Good Friday, Easter Monday, May Day, Spring Bank Holiday, Late Summer Bank Holiday, Christmas Day and Boxing Day plus two extra-statutory holidays (normally Christmas Eve and the Tuesday after Easter). The School also closes on four other days at Christmas and Easter. Staff in clinical departments which remain open when the School is closed at Christmas and Easter will take the extra-statutory holidays on the dates of the associated Hospital's two extra-statutory days, the four other days being taken on dates agreed with the head of department.

### Absence through illness

Academic staff absent from work owing to illness or accident must inform their head of department, and the Staffing Office as early as possible on the day of absence, or as soon as practicable thereafter. A delay in notifying heads of department/Staffing Office may result in the loss of entitlement to the School's sick pay allowance and could delay payment of Statutory Sick Pay (SSP). It is therefore important that every effort is made to contact the School authorities as quickly as possible, perhaps by asking a friend or relative to do so.

After an absence of 4 consecutive days (including Saturday and Sunday) a Self-Certification Form should be sent to the Staffing Office. After an absence of more than 7 consecutive days (including Saturday and Sunday), a Medical Certificate signed by a registered medical practitioner must be sent in addition to the Self-Certification Form, as evidence of incapacity to work. If absence through illness continues, further Medical Certificates must be sent regularly to cover the absence. Remember also to keep the head of department informed of the progress of the illness and the likely date of return from absence. Before returning to work a certificate confirming fitness to return must be obtained from a medical practitioner, unless a definite date of return has been indicated on the final medical certificate.

### Entitlement

Whilst absent through illness, members of the Academic Staff are entitled to receive an allowance as set out below :

<u>Length of Service</u>	<u>Entitlement</u>
During first 4 months of service	1 month at full pay
During remaining 8 months of first year of service	1 month at full pay plus 2 months at half pay
During second year of service	2 months at full pay plus 2 months at half pay
During third year of service	4 months at full pay plus 4 months at half pay
During fourth year of service	5 months at full pay plus 5 months at half pay
During fifth and subsequent years of service	6 months at full pay plus 6 months at half pay

If at the end of the period mentioned above a member of staff is unable to resume duties, they will not be entitled to any further remuneration and their appointment with the School will be deemed to be terminated, although the Council of Governors has the discretion to relax this regulation. Where appropriate in such circumstances, the School shall investigate the possibility of retirement on the grounds of ill health before formal action is taken to terminate an appointment.

The School may, at any time, require a member of staff who is unable to carry out their duties because of illness to submit to an examination by a registered medical practitioner nominated by the School for that purpose and at the School's expense. The member of staff's own doctor may be present at such an examination at their request and expense.

#### **How entitlement is calculated**

An allowance will be paid for the number of months appropriate to length of service as set out above, less the total amount of any paid sick leave which has been taken during the preceding twelve months. The allowance paid by the School will take into account the benefits due under the Statutory Sick Pay Scheme or State Sickness Benefit and shall not exceed usual salary payments.

#### **Note**

Entitlement to benefits under the SSP Scheme is restricted to 28 weeks in any Period of Incapacity to Work (PIW) whether linked or unlinked. PIWs which are separated by 8 weeks (56 calendar days) or less are linked. If illness continues after no more SSP is due, then a "transfer form" SSPI(T) will be forwarded to the member of staff to effect the transfer to State Sickness Benefit. Some employees are excluded from the SSP Scheme and can claim State Sickness Benefit instead. In the case of excluded categories (eg. staff over state retirement age) the amount of State Benefit will be deducted from the employee's sickness allowance.

#### **Maternity Leave and Pay**

Full details of entitlement (if any) to maternity pay and/or leave are set out in a separate document available from the Staffing Office ("Maternity Leave & Pay") but whether or not a member of staff intends to resume work she should be aware of the following:

#### **Hazards**

It is important that the heads of department are informed when pregnancy is confirmed so that special working arrangements may be made for the expectant mother, if necessary.

#### **Ante-Natal Care**

Staff who are pregnant and have been advised by a registered medical practitioner, registered midwife or registered health worker to make an appointment to receive ante-natal care, have the right to time off with pay to keep the appointment. However, except in the case of the first appointment, they must produce evidence of the appointment by showing their head of department and/or the Personnel Officer a medical certificate confirming they are pregnant, an appointment card or similar document.

Note: This right applies to all pregnant employees irrespective of their length of service or number of hours worked per week.

## **Entitlement**

The rights to receive maternity pay and to take maternity leave are separate provisions, each with their own qualifying rules. Following the introduction of Statutory Maternity Pay (SMP) from 6 April 1987 some requirements and benefits of the UMDS Maternity Leave provisions will vary from the statutory requirements and benefits of SMP. Maternity leave with pay mentioned in this document will include any relevant statutory maternity payment. The length of continuous service with UMDS at the beginning of the 11th week before the expected date of confinement will determine eligibility for maternity leave.

To qualify for maternity leave (paid or unpaid) with the right to return to work a full-time member of staff or a part-time member of staff working 16 hours or more per week must have completed a minimum of 6 months employment with UMDS by the beginning of the 11th week before the expected date of confinement. The set procedure for notifying the expected date of confinement and intention to return to work must be followed.

To qualify for Statutory Maternity Pay, a member of staff must have at least 26 weeks' continuous service with UMDS at the end of the 15th week (Qualifying Week) before the expected date of confinement and meet certain other conditions.

It is a condition of the UMDS maternity leave arrangements that staff undertake to return to work for a minimum of 3 months. If staff do not do so, the School has the right to reclaim all or part of the non-statutory element of any payments made.

There will be no distinction between live and still births in the granting of maternity leave.

## **Special Leave**

In certain circumstances, e.g. compassionate reasons, jury service, Special Leave with pay may be granted at the discretion of the Council of Governors. Application should be made to the Secretary through the Chairman of Division concerned.

Under Section 29 of the Employment Protection (Consolidation) Act 1978 a member of staff who is a Justice of the Peace, or a member of a local authority, any statutory tribunal, a Health Authority, the managing or governing body of an education establishment maintained by a Local Education Authority, or a Water Authority may be allowed reasonable time off to carry out the duties of his office. The School is not required under the Act to pay employees for such time off.

## **Study Leave and Leave for Other Purposes**

Members of staff may absent themselves for not more than 5 consecutive working days to pursue those activities detailed below, with the consent of their Chairman of Division and subject to the overriding requirements of Divisional, academic and clinical commitments:

1. attendance as School or University nominees at meetings of committees or other bodies
2. acting as examiners for degrees or diplomas
3. participation in meetings and other activities of learned societies and other professional organisations
4. contribution to seminars or lectures at research meetings and degree courses at other University institutions

5. extra-mural research

Absences of more than five consecutive working days, or for any period for which financial assistance toward expenses is sought (see also "Travelling Expenses" below), or for purposes other than those listed above require the prior permission of the Academic Board, or of the Principal and the Chairman of the Academic Board acting on behalf of the Board in cases of urgency.

Further Education and Extra Mural Activities

Members of staff are encouraged to participate in those outside activities which contribute to their professional development, provided that the proper performance of their School duties is not adversely affected.

The School will contribute to payment of tuition fees in respect of recognised classes or other approved instruction in subjects appropriate to their work in the School. Application should be made to the Secretary through the Chairman of Division prior to enrolment.

Travelling Expenses

The School shall reimburse expenditure incurred by members of staff travelling within the United Kingdom on approved University Business in accordance with University of London or NHS published rates as appropriate, details of which may be obtained from the Finance Office. Advance approval in principle is required.

Exploitation of Inventions or Other Commercially Exploitable Work

Staff should be aware that any inventions, or other commercially exploitable work, produced in the course of any work resulting from their contractual obligations shall belong to the School. Thus if staff have reason to believe that any invention or other work may be commercially exploitable, the same should be reported to the Secretary so that steps can be taken to protect and exploit the invention or other work for the joint benefit of the School and the member of staff in accordance with the School's Regulations on Exploitation of Inventions details of which are available from the Finance Officer.

Work arising from outside consultancies for which special written permission has been given shall be subject to the terms of agreement reached with the School for each consultancy (see also "Outside Work and Private Earnings").

No contract or arrangements shall be entered into with an outside body or bodies without the prior agreement of the School.

Outside Work

Staff contemplating paid outside work such as a consultancy must obtain the written permission of the School before committing themselves or any School facilities eg equipment, materials or supporting staff to such work. Staff should contact the School Secretary to discuss the implications of undertaking such work and also the terms under which the work could be accepted. Such commitments may only be accepted for up to one year and any commitment must be altered if it impedes any School activities.

It should be noted that the School will not normally accept any liability for any action which may arise from such extra-curricular work and it is the responsibility of the member of staff to ensure that appropriate disclaimers are signed by both parties and that adequate insurance cover is obtained for

all outside work where existing School insurance does not apply.

If appropriate, a member of staff engaged in approved outside work will need to register under the Data Protection Act.

### **Private Earnings**

The following policy concerning private earnings applies to all full-time members of the academic staff;

1. Full-time members of the academic staff may retain for their private use examination fees, lecture fees, royalties on books, legal fees and payments for books or invited articles.
2. They may not retain a stipend or fees for any other paid appointment except with the permission of the Council. The Council will normally wish to be satisfied that the additional appointment does not occupy an undue amount of time and energy and that it does not interfere with the member of staff's academic duties.
3. Staff may not retain any fees from private patients. It shall be acceptable practice for clinical academic staff to see occasional private patients and to charge a fee, which is payable to the School. Academic staff may not, except with the permission of the Council of Governors, hold regular private consultation clinics.
4. All private fees are the property of the School and can only be used for purposes approved by Council of Governors in the same way as general Medical School funds. The Council of Governors will normally allow the expenditure to be controlled by the department which earned the fees.

### **Trade Union Membership**

Under the Employment Protection (Consolidation) Act 1978, a member of staff has the right to choose whether or not to belong to any registered Trade Union of their choice or unregistered organisation of workers and to seek and hold office.

The School recognises the Association of University Teachers (AUT) as the appropriate Trade Union to negotiate on behalf of non-clinical and pre-clinical academic and academic related staff. The British Medical Association and the British Dental Association are recognised in respect of clinically qualified staff.

If the member of staff is an official of a recognised Trade Union, reasonable time off with pay will be allowed under Section 27 of the Employment Protection (Consolidation) Act 1978 to carry out duties in connection with industrial relations and relevant training.

Under Section 28 of the Employment Protection (Consolidation) Act 1978 a member of staff is entitled to take reasonable time off during working hours to take part in union activities. The School is not required under the Act to pay employees for such time off.

### **Staff-Development and Appraisal**

The School operates a staff-development and appraisal scheme for all academic and academic-related staff; details of the scheme are attached.



### **Advancement/Promotion Procedures**

The School has a formal procedure setting out the practice for the advancement and/or promotion of academic and academic-related staff; details of the procedure are attached.

### **Grievance Procedure**

Grievances relating to employment should be raised initially with the Chairman of Division/granholder concerned.

If the matter is not settled satisfactorily within 10 working days, a written statement should be made to the Secretary. If after 10 working days the matter is not resolved, it may be referred to the Principal, who if it is still not resolved, will refer it to three mutually agreed upon members of the Council of Governors.

At any meeting with the Secretary and any subsequent meeting at a higher level, a Trade Union or Staff Association representative or friend may be present, if desired.

Except in the event of a genuine emergency involving danger to life and limb, where any grievance cannot immediately be resolved, whatever practice or agreement obtained prior to the dispute shall continue to operate until the foregoing procedure has been exhausted.

### **Disciplinary Procedure**

Research Staff are subject to the School's Disciplinary Procedure a copy of which is attached.

### **Home Address**

Members of staff should inform the Staffing Office and head of department of their home address and telephone number and of any change.

### **Next of Kin**

Members of staff should inform the Staffing Office of the name, address and telephone number of a next of kin or other person who should be contacted in the event of an emergency; any subsequent change in particulars should be reported to the Staffing Office.

### **Bank Account**

Members of staff are asked to give the Finance Office details of their Bank Account for salary payment purposes and also to notify them of any subsequent changes in these particulars.

### **Marriage/Change of Name**

Upon marriage or change of name a member of staff should inform the Staffing Office and provide evidence of the change of name; this is necessary for superannuation, National Insurance and Income Tax purposes.

### **Health and Safety at Work**

The Council of Governors will take all reasonable steps to ensure that places of work are safe and healthy. A formal statement of the School's health and safety policy has been issued and a copy is attached. Members of Staff should make themselves familiar with any safety rules and procedures

applicable to their area of work and abide by them. At all times members of staff should take reasonable care of their own and other people's health and safety. Advice on correct work practices and procedures should be sought from heads of department.

### **Accidents**

Any accidents at work, however trivial, should be reported to the head of the department where the accident occurred, and recorded in the School's Accident Book which is kept by the Administrative Officer on each campus. It is a legal requirement that accidents are recorded as soon as possible after they happen.

### **Freedom of Opinion**

Members of the Research Staff are free to express their political, religious, social and academic views both in private and public, but it must be made clear that the view expressed is personal to the member of staff. Any letter using the School address, or to the Press reflecting upon or discussing School policy, may only be sent after consultation with the Principal.

### **Confidentiality**

Information of a confidential nature must be kept strictly confidential and should never be betrayed either inside or outside work. It should be noted that breach of confidentiality is a serious offence which may lead to dismissal. (See Disciplinary Procedure).

### **Data Protection Act**

The 1984 Data Protection Act means that a member of staff maybe held personally liable for distress or damage caused by reason of inaccuracy, loss, or disclosure of computer held information relating to a living individual. Employees are required to take reasonable care in the collection and storage of any information relating to a living individual and must not under any circumstances release such information to unauthorised persons.

### **Security of Property**

The School cannot accept responsibility for personal property. Money or valuables should not be left unattended or in unlocked desks etc. Staff are advised to insure personal effects against loss, theft and other risks at work.

### **Variation of Terms and Conditions of Service**

The School reserves the right, on giving three months' written notice, to amend the foregoing terms and conditions of service, after consultation with and the agreement of the AUT/BMA/BDA.

June 1989  
academic.tc  
rekeyed 14.2.96

## 20. Intellectual Property and Intellectual Property Rights

- 20.1 After taking advice from Management Board, Academic Board and Finance Committee, the Council of Governors will establish procedures to deal with intellectual property and intellectual property rights.
- 20.2 All intellectual property and intellectual property rights arising out of work carried out in whole or in part by members of staff in the course of their employment are owned by UMDS which requires members of staff to draw immediately to the attention of the Director of Finance any such property and rights which come to their notice.
- 20.3 Members of staff shall not enter into agreements with commercial undertakings in respect of such property and rights without consulting the School Secretary. While recognising the need for academic staff to publish their findings, the School reminds them that premature publication or disclosure of results may prejudice the commercial exploitation of such property and rights.
- 20.4 Where payments are received by UMDS or its members of staff through the exploitation of such property and rights from whatever source, or from the sale of video films or other recordings made in the School they shall be divided, after deductions of any expenses and taxes (if appropriate), between the School, the department and the members of staff concerned. The division of such payments after deduction of any expenses and taxes is subject to regular review by the Council of Governors after taking advice from the Management Board, Academic Board and Finance Committee.

The present policy approved by the Council of Governors is that income from the exploitation of such property and rights shall be distributed on the following basis.

Cumulative Income range	Percentage paid to:		School Funds Specified by Inventors	Member(s) of staff
	School	Department		
Up to 50,000	10	10	80	with a maximum of 80 to the inventor personally
50,001-999,999	35	15	50	with a maximum of 30 to the inventor personally
Over 1,000,000	50	-	50	

The Council of Governors has indicated its intention that the above distributions shall not be changed retrospectively.

- 20.5 In the event of dispute between members of staff as to the division of this percentage share the decision of the Principal shall be final.
- 20.6 Where any such property and rights are subject to an agreement or agreements with a third party and approved by the School, the agreement(s) with the third party will take precedence over this Financial Regulation 18 in so far as such agreement(s) are at variance with it.

**21. Companies and Commercial Activities**

- 21.1 No company or commercial enterprise of any kind intended to exploit any activity carried on by the School or on the School's premises or to exploit any rights belonging to the School may be established by any member of staff without the prior written approval of the Council of Governors.

**22. Student Club Funds**

- 22.1 The Student Club funds shall be maintained in a separate bank account and financial records. It shall prepare its own financial statements in accordance with procedures laid down by the Director of Finance.
- 22.2 The annual financial statements of the Student Club shall be audited by the External Auditors. The financial affairs of the Student Club shall be subject to review by the Director of Finance in the same way as those of the departments. The annual financial statements shall be prepared by the Director of Finance approved by the Finance Committee and received at the AGM of the United Clubs.

**23. Disclosure of Interest**

- 23.1 A member of staff of the School shall immediately disclose to the Director of Finance (who shall report as appropriate to the Principal), any financial or other interest of or benefit to the member of staff from a transaction or financial arrangement of the School including any interest in a business trading with the School.

**24. Extent of Regulations**

- 24.1 If these Financial Regulations do not cover a particular situation or there is uncertainty as to their application the advice of the Director of Finance or the School Secretary should be sought.

**25. Amendment**

- 25.1 These Financial Regulations may be amended from time to time by the Council of Governors.

-----Original Message-----

From: erika.szedon@kcl.ac.uk [mailto:erika.szedon@kcl.ac.uk]  
Sent: 05 February 2007 14:32  
To: alison.campbell@kcl.ac.uk  
Subject: Intellectual Property request

Dear Alison

Intellectual Property and contractual provisions

Dr Sharief was originally employed by the United Medical and Dental Schools of Guy's & St Thomas's Hospitals. The UMDS Academic Staff terms and conditions of service (relevant sections on pp8-9) which applied to his appointment and the UMDS Financial Regulations relating to Outside Work and Intellectual Property are attached. On the merger with King's College London, staff transferred under TUPE and thus the terms and conditions of service are still applicable to the extent that they can be but the Financial Regulations and policy documents are now those of King's College London. The relevant extract from the KCL Financial Regulations and the most recent (2003) KCL Policy on Outside Work and Intellectual Property which apply to all Academic staff of the College are also attached. I trust that this gives sufficient contractual and policy background to confirm the College's position and rights in this matter.

Please let me know if you require anything further.

Yours sincerely

Erika

Erika Szedon MA FCIPD  
Director  
Legal, Management & Compliance Services  
King's College London  
Room 8.32, James Clerk Maxwell Building  
57 Waterloo Road  
London SE1 8WA

tel: 020 7848 3459  
fax: 020 7848 3481